



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

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August 18, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO RENEW FIRST OFFENDER, 18-MONTH MULTIPLE OFFENDER,
AND 30-MONTH MULTIPLE OFFENDER DRIVING-UNDER-THE-INFLUENCE
PROGRAM SERVICES AGREEMENTS**
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to offer and sign 138 renewal agreements for the Driving-Under-The-Influence Program, substantially similar to Exhibits I, II, and III, with the current contractors identified in Attachment B, upon review and approval by County Counsel, effective October 1, 2005 through September 30, 2010 with no net County cost.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving this action, the Board is authorizing the Director of Health Services, or his designee, to sign 138 Driving-Under-The-Influence (DUI) Program renewal agreements, effective October 1, 2005 through September 30, 2010 with 74 First Offender (AB 541) contractors listed in Attachment C-1, 35 18-Month Multiple Offender (SB 38) contractors listed in Attachment C-2, and 29 third and subsequent offender (SB 1365) contractors listed in Attachment C-3. The DUI programs are totally self-supporting and there is no net County cost.

For many years, the County has contracted with private contractors, licensed by the State Department of Alcohol and Drug Programs (SDADP), for the provision of adult first offender, multiple offender, and third and subsequent offender DUI program services.

The DUI Programs are intended to develop an awareness among the participants of the impact, significance, and consequence of a DUI offense and assist in the rehabilitation of persons convicted of DUI of intoxicating liquor, or under the combined effect of liquor and drugs. These programs are designed for first and multiple repeat offenders and are intended to assist participants in decreasing or abstaining from alcohol usage. The overall objective is to decrease the incidence of DUI offenses.

From the inception of the DUI Program, State laws and regulations have placed major responsibility on the counties for assuring programmatic and fiscal integrity of each program. Los Angeles County has met this responsibility through administration of a contract program. Renewal of these agreements will ensure that the provision of DUI program services continue without interruption with the existing contractors.

FISCAL IMPACT/FINANCING:

There are no net County costs involved in the recommended Board action.

Participants pay a fee to providers to cover program costs. Los Angeles County Alcohol and Drug Program Administration (ADPA) sets the level of allowable fees based on budgets submitted by the providers. The fee schedule allows for reduced fees for participants based on ability-to-pay provisions.

The County will receive an administrative fee of \$21 per AB 541 (First Offender) participant and \$46 per participant for both the SB 38 (18-Month) and SB 1365 (30-Month) programs.

Based on a projection of participants in the DUI Program, DHS estimates total Fiscal Year (FY) 2005-06 revenue of \$771,970 from the provision of services to 30,072 participants: 24,452 participants in the First Offender category with revenue of approximately \$513,483; 5,533 participants in the 18-Month Multiple Offender category with revenue of \$254,501; and 87 participants in the 30-Month Multiple Offender category with revenue of \$3,986. For FYs 2006-10, DHS estimates the average will remain approximately the same. The revenue generated from these fees will entirely offset all costs for administration and monitoring of the DUI program.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

In 1978, the Board approved alcoholism services agreements with community agencies for the provision of alcoholism rehabilitation services to convicted drinking drivers referred by the municipal courts. This is commonly referred to as the SB 38 program, from the 1977 enabling legislation.

In 1981, Assembly Bill 541 (Chapter 940, Statutes of 1981) was enacted, authorizing first offender DUI programs. AB 541 provided for increased penalties for drinking driver offenses. In cases where probation is granted, the new law allowed judges to refer persons convicted of a first offense to a three-month program certified by the County ADPA and approved by the Board of Supervisors.

In 1988, Senate Bill 1365 (Chapter 1041, Statutes of 1987) was enacted, authorizing a DUI program for third and subsequent offenders. SB 1365 provided for a 30-month program, with requirements that the programs provide a variety of treatment services for problem drinkers, alcoholics, chemically dependent persons and polydrug abusers. Treatment services must include lectures, classes, and individual and group counseling.

For many years, the Board has approved the continuation of AB 541, SB 38 and SB 1365 DUI program services in Los Angeles County. From the inception of the DUI program, State law and regulations have placed major responsibility on the counties for assuring programmatic and fiscal integrity of each program. Los Angeles County has met this responsibility through administration of the DUI program. ADPA continues to monitor the contracts for compliance, including adherence to all programmatic and fiscal issues and is recommending renewal of the AB 541, SB 38, and SB 1365 agreements.

On September 26, 1995, the Board approved the renewal of the first, second and third offender services programs effective October 1, 1995 through September 30, 2000. On September 19, 2000, the Board approved a 6-month contract extension covering the period October 1, 2000 through March 31, 2001.

On March 20, 2001, the Board approved the renewal of 74 agreements for First Offender (AB 541), 35 agreements for 18-month Multiple Offender (SB 38), and 30 agreements for 30-month Multiple Offender (SB 1365) DUI programs, effective April 1, 2001 through September 30, 2005.

At this time, we are asking the Board to renew 74 AB 541, 35 SB 38, and 29 SB 1365 DUI programs. Inland Valley Drug and Alcohol Recovery Services, included in the March 20, 2001 Board action, opted not to execute its SB 1365 Agreement.

The Honorable Board of Supervisors
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Under the County program, the contractors may terminate with a 30-day advance written notice and the County with a 10-day notice.

Attachments A and B provide additional information.

Exhibits I, II and III have been approved as to use and form by County Counsel.

CONTRACTING PROCESS:

It is not appropriate to advertise this contract action on the Los Angeles County Online Web site.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Referrals to alcohol and drug DUI programs will continue to be made available throughout Los Angeles County.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:po

Attachments

C: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

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SUMMARY OF AGREEMENTS

1. TYPE OF SERVICE:

First Offender, 18-Month Multiple Offender, and 30-Month Multiple Offender DUI program services.

2. CURRENT CONTRACTORS:

See Attachment B.

3. TERM:

Effective October 1, 2005 through September 30, 2010.

4. FINANCIAL INFORMATION:

DUI programs are totally self-supporting and there is no net County cost. The County will continue to receive an administrative fee of \$21 per AB 541 participant, and \$46 per participant for both SB 38 and SB 1365 programs. DHS estimates total Fiscal Year 2005-06 revenue of \$771,970 from the provision of services to 30,072 participants.

5. GEOGRAPHIC AREAS SERVED:

Countywide.

6. ACCOUNTABLE FOR MONITORING:

Patrick L. Ogawa, Director, Alcohol and Drug Program Administration

7. APPROVALS:

Public Health:	John F. Schunhoff, Ph.D., Chief of Operations
Alcohol and Drug Program Administration:	Patrick L. Ogawa, Director
Contracts and Grants Division:	Cara O'Neill, Chief
County Counsel (approval as to form):	Eva Vera

CORPORATE INFORMATION DRIVING-UNDER-THE-INFLUENCE PROGRAMS

Corporate Name	Executive Director	Corp Address	Corp City/Zip	Corp Phone:
A BETTER CITIZEN FOUNDATION, INC	Lori Sanjuan	314 East Mission Drive	San Gabriel, CA 91776	(626) 285-2139
ADAPT PROGRAMS, INC.	Ronald Webster	1644 Wilshire Boulevard, Suite 303	Los Angeles, CA 90017	(213) 483-5703
ALCOHOL DRUG COUNCIL - HIGH GAIN PROJECT	Jayne K. Wise	1424 Fourth Street, Suite 205	Santa Monica, CA 90401	(310) 451-5881
ALHAMBRA SAFETY SERVICES	Nancy Wu	926 East Garvey Avenue	Monterey Park, CA 91754	(626) 571-6988
ALTERNATIVE ACTION PROGRAMS	Dennis Giroux	2511 South Barrington Avenue	Los Angeles, CA 90064	(310) 479-8353
ANDERSON COUNSELING AND EDUCATION AVALON-CARVER COMMUNITY HEALTH CENTER	Bret G. Anderson Lawrence E. Rogers	7336 South Painter Avenue 4920 South Avalon Boulevard	Whittier, CA 90602 Los Angeles, CA 90011	(562) 945-2977 (323) 232-4391
BEHAVIORAL HEALTH SERVICES, INC.	Lawrence T. Gentile	15519 South Crenshaw Boulevard	Gardena, CA 90249	(310) 679-9126
BEHAVIORAL SYSTEMS SOUTHWEST, INC.	Charles Morris	1800 North Highland Avenue, Suite 318	Hollywood, CA 90028	(323) 461-2779
CALIFORNIA DIVERSION PROGRAMS, INC.	Amanda Valdez	21054 Sherman Way, Suite 205	Canoga Park, CA 91303	(818) 716-0188
CASA DE HERMANDAD, INC. CENTER FOR COUNSELING AND DRIVER EDUCATION, INC.	David Abelar Ronald Nicholas, Ph.D.	11750 West Pico Boulevard 7060 Owensmouth Avenue	Los Angeles, CA 90064 Canoga Park, CA 91303	(310) 477-8272 (818) 992-0460
CHARLES R. DREW UNIVERSITY OF MEDICINE AND SCIENCE CITY OF LONG BEACH, A MUNICIPAL CORPORATION	Ron Lau Clarissa Manuel	1731 East 120th Street 2525 Grand Avenue, Suite 210	Los Angeles, CA 90059 Long Beach, CA 90815	(323) 563-5820 (562) 570-4100
CITY OF PASADENA	Wilma Allen	1845 North Fair Oaks Avenue, Room 1110	Pasadena, CA 91103	(626) 744-6005
CLARE FOUNDATION, INC.	Nicholas Vratarić	1871 9th Street	Santa Monica, CA 90404	(310) 314-6200
DIAL EDUCATION CENTER, INC.	Chang Kiu Shin	3540 Wilshire Boulevard, Suite M1	Los Angeles, CA 90010	(888) 446-6222
DIDI HIRSCH PSYCHIATRIC SERVICE	Kita S. Curry, Ph.D.	4760 South Sepulveda Boulevard	Culver City, CA 90230	(310) 390-6612
DRIVER BENEFITS PROGRAM, INC.	William J. Wickline	2370 West Carson Street, Suite 150	Torrance, CA 90501	(310) 320-9550

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CORPORATE INFORMATION DRIVING-UNDER-THE-INFLUENCE PROGRAMS

Corporate Name	Executive Director	Corp Address	Corp City/Zip	Corp Phone:
DRIVER SAFETY AWARENESS PROGRAM, INC.	Jacque Davies	16909 Parthenia Street, Suite 103	North Hills, CA 91343	(818) 830-8870
DRIVER SAFETY SCHOOLS, INC.	Joanne Abramovicz	6316 Van Nuys Boulevard	Van Nuys, CA 91401	(818) 787-7878
DUI PROGRAM OF SFV	Ronald Nicholas, Ph.D.	7060 Owensmouth Avenue	Canoga Park, CA 91303 East Los Angeles, CA 90022	(818) 992-0460 (323) 268-9344
EAST LOS ANGELES ALCOHOLISM COUNCIL, INC. Carlos Garcia		916 South Atlantic Boulevard	Los Angeles, CA 90023	(323) 261-2171
EAST LOS ANGELES HEALTH TASK FORCE, INC. ESCUELA LATINA DE ALCOHOL DEL ESTE DE L.A., INC.	Susanna Arellano Rebecca J. Belot	630 South Saint Louis Street 6606 Pacific Boulevard, Suite 215	Huntington Park, CA 90255	(323) 585-0764
FRED KENNEDY ASSOCIATES, INC.	Frederick A. Kennedy	1931 North Gaffey Street, Suite D	San Pedro, CA 90731	(310) 521-1263
HARBOR AREA HIGH GAIN PROGRAM, INC.	Robert Saucedo	330 East 3rd Street	Long Beach, CA 90802	(562) 436-9801
HIGH ROAD PROGRAM, THE	Robert T. Dorris Jr.	5210 Lewis Road, Suite 7	Agoura Hills, CA 91301	(818) 707-0307
INGLEWOOD SUBSTANCE ABUSE INLAND VALLEY DRUG AND ALCOHOL RECOVERY SERVICES	Solomon Egbuho Stacy L. Smith, LVN, CADC	400 South La Brea Avenue 916 North Mountain Avenue	Inglewood, CA 90301 Upland, CA 91786	(310) 673-5882 (909) 932-1069
KIM'S DRIVING SCHOOL	Emmanuel Young Moon Kim	3306 Venice Boulevard	Los Angeles, CA 90019	(213) 731-0833
KOREAN COMMUNITY SERVICES, INC.	Mathew Y. Ahn	4416 West Beverly Boulevard	Los Angeles, CA 90004	(323) 668-9007
LOS ANGELES DRIVER EDUCATION CENTER NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE OF EAST SAN GABRIEL AND POMONA VALLEYS, INC.	Daniel Haynesworth Cheryl Ruedi	8350 Santa Monica Boulevard, Suite 107 4626 North Grand Avenue	West Hollywood, CA 90069 Covina, CA 91724-2052	(213) 388-7135 (626) 331-5316
NORTHEAST VALLEY HEALTH CORPORATION	Kimberly Wyard	1172 North MacLay Avenue	San Fernando, CA 91340	(818) 837-0094
REHABILITATION ALCOHOL PROGRAM	Earl O. Hoernig	2055 North Garey, Suite 2	Pomona, CA 91767	(909) 596-5335
RIGHT ON PROGRAMS	John Marshall	522 East Broadway Avenue, Suite 101	Glendale, CA 91205	(818) 240-1683

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CORPORATE INFORMATION DRIVING-UNDER-THE-INFLUENCE PROGRAMS

Corporate Name	Executive Director	Corp Address	Corp City/Zip	Corp Phone:
SAFETY CONSULTANT SERVICES, INC.	William P. Wise	9928 Flower, Suite 101	Bellflower, CA 90706	(562) 920-7689
SAFETY EDUCATION CENTER, INC.	Terry Meeker	1515 West Cameron Avenue, BLDG C, Suite# 300	West Covina, CA 91790	(626) 960-3977
SAN GABRIEL VALLEY DRIVER IMPROVEMENT, INC.	Bob Guest	1730 West Cameron Avenue, Suite 108	West Covina, CA 91790	(626) 960-0644
SELF - IMPROVEMENT AND ALTERNATIVE MEASURES, INC. (S.I.A.M.)	Kevin K. Williams	3450 West 43rd Street, #217	Los Angeles, CA 90008	(323) 292-0581
SOUTH BAY ALCOHOLISM SERVICES, DBA NATIONAL COUNCIL ON ALCOHOLISM AND SOUTHERN CALIFORNIA ALCOHOL AND DRUG PROGRAMS, INC.	Betty Batenburg	1334 Post Avenue	Torrance, CA 90501	(310) 328-1460
	Lynne Appel	11500 Paramount Boulevard	Downey, CA 90241	(562) 923-4545
TWIN PALMS RECOVERY CENTER	Truth Moulton	218 North Glendora Avenue	City Of Industry, CA 91744	(626) 968-8875
W & G ENTERPRISES	Craig Watkins	12560 Central Avenue	Chino, CA 91710	(909) 591-4761

FIRST OFFENDER (AB-541) DRIVING-UNDER-THE-INFLUENCE (DUI) PROGRAMS

Contracts Expiring June 30, 2005

Provider Name	Facility Address	City & Zip	Telephone	Contract #	Modality
A BETTER CITIZEN FOUNDATION, INC					
1 A BC Traffic Safety Program	453 East Arrow Highway, Suite J	Azusa, CA 91702	(626) 967-6363	H-212139A	AB541
2 A BC Traffic Safety Program	12018 East Centralia Road, Suite 200	Hawaiian Gardens, CA 90716	(562) 860-9999	H-212140A	AB541
3 A BC Traffic Safety Program	44742 North Beech Boulevard	Lancaster, CA 93534	(661) 945-8683	H-212142A	AB541
4 A BC Traffic Safety Program	8623-A Garvey Avenue	Rosemead, CA 91770	(626) 572-7001	H-212143A	AB541
ADAPT PROGRAMS, INC.					
5 ADAPT Programs	11931-1/2 Washington Boulevard	Whittier, CA 90606	(562) 698-0474	H-212325A	AB541
6 ADAPT Programs	143 South Glendale Avenue, Suite 103	Glendale, CA 91205	(818) 243-2746	H-212326A	AB541
7 ADAPT Programs	1644 Wilshire Boulevard, Suite 303	Los Angeles, CA 90017	(213) 483-5703	H-212329A	AB541
ALCOHOL DRUG COUNCIL - HIGH GAIN PROJECT					
8 Alcohol Drug Council - High Gain Project	1424 Fourth Street, Suite 205	Santa Monica, CA 90401	(310) 451-5881	H-212148A	AB541
ALHAMBRA SAFETY SERVICES					
9 Alhambra Safety Services	926 East Garvey Avenue	Monterey Park, CA 91755	(626) 571-6988	H-212150A	AB541
ALTERNATIVE ACTION PROGRAMS					
10 Alternative Action Programs	2511 South Barrington Avenue	West Los Angeles, CA 90064	(310) 479-8353	H-212392A	AB541
ANDERSON COUNSELING AND EDUCATION					
11 Anderson Counseling and Education	7336 South Painter Avenue	Whittier, CA 90602	(562) 945-2977	H-212324A	AB541

FIRST OFFENDER (AB-541) DRIVING-UNDER-THE-INFLUENCE (DUI) PROGRAMS

Contracts Expiring June 30, 2005

Provider Name	Facility Address	City & Zip	Telephone	Contract #	Modality
CITY OF PASADENA	1845 North Fair Oaks Avenue	Pasadena, CA 91103	(626) 744-6001	H-213097A	AB541
City of Pasadena					
CLARE FOUNDATION, INC.	1020 Pico Boulevard	Santa Monica, CA 90405	(310) 314-6222	H-212340A	AB541
CLARE Foundation, Inc.					
DIAL EDUCATION CENTER, INC.	11631 Victory Blvd, Suite 104	North Hollywood, CA 91606	(888) 446-6222	H-212335A	AB541
Dial Education Center, Inc.	3261 West 4th Street, #203	Los Angeles, CA 90020	(888) 446-6222	H-212336A	AB541
Dial Education Center, Inc.	5605 1/2 North Figueroa Street, #201	Highland Park, CA 90042	(888) 446-6222	H-212337A	AB541
Dial Education Center, Inc.	3540 Wilshire Boulevard, Suite M1	Los Angeles, CA 90010	(888) 446-6222	H-212338A	AB541
Dial Education Center, Inc.					
DIDI HIRSCH PSYCHIATRIC SERVICE	672 South Lafayette Park Place, Suite 6	Los Angeles, CA 90057	(213) 385-3752	H-212238A	AB541
Didi Hirsch Psychiatric Service					
DRIVER BENEFITS PROGRAM, INC.	2370 West Carson Street, Suite 150	Torrance, CA 90501	(310) 320-9550	H-212160A	AB541
Driver Benefits Program, Inc.					
DRIVER SAFETY AWARENESS PROGRAM, INC.	16909 Parthenia Street, # 103	North Hills, CA 91343	(818) 830-8870	H-212205A	AB541
Driver Safety Awareness Program, Inc.					
DRIVER SAFETY SCHOOLS, INC.	4240 Overland Avenue	Culver City, CA 90230	(310) 837-1818	H-212162A	AB541
Driver Safety Schools, Inc.	6316 Van Nuys Boulevard	Van Nuys, CA 91401	(818) 787-7878	H-212164A	AB541
Driver Safety Schools, Inc.					

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FIRST OFFENDER (AB-541) DRIVING-UNDER-THE-INFLUENCE (DUI) PROGRAMS

Contracts Expiring June 30, 2005

Provider Name	Facility Address	City & Zip	Telephone	Contract #	Modality
INGLEWOOD SUBSTANCE ABUSE					
5 Inglewood Substance Abuse	400 South La Brea Avenue, Suite 202	Inglewood, CA 90301	(310) 673-5882	H-212247A	AB541
INLAND VALLEY DRUG AND ALCOHOL RECOVERY SERVICES					
6 Inland Valley Drug and Alcohol Recovery Services	375 South Main Street, Suite 111	Pomona, CA 91766	(909) 622-7311	H-212358A	AB541
KIM'S DRIVING SCHOOL					
7 Kim's Driving School	3306 Venice Boulevard	Los Angeles, CA 90019	(323) 731-0833	H-212248A	AB541
KOREAN COMMUNITY SERVICES, INC.					
18 Korean Community Services, Inc.	4416 West Beverly Boulevard	Los Angeles, CA 90004	(323) 668-9007	H-212207A	AB541
LOS ANGELES DRIVER EDUCATION CENTER					
49 A- Los Angeles Driver Education Center	147 North San Vincente Boulevard	Beverly Hills, CA 90211	(310) 278-3588	H-212231A	AB541
50 A- Los Angeles Driver Education Center	2607 Colorado Boulevard, Suite 104	Eagle Rock, CA 90041	(323) 656-8877	H-212232A	AB541
51 A- Los Angeles Driver Education Center	8350 Santa Monica Boulevard, Suite 107	West Hollywood, CA 90069	(213) 388-7135	H-212233A	AB541
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE OF EAST SAN GABRIEL AND POMONA VALLEYS, INC.					
52 NCADD E. San Gabriel & Pomona Valleys, Inc.	4626 North Grand Avenue	Covina, CA 91724	(626) 331-5316	H-212234A	AB541
NORTHEAST VALLEY HEALTH CORPORATION					
53 Northeast Valley Health Corporation	12800 Foothill Boulevard, Unit A	Sylmar, CA 91340	(818) 365-2571	H-212206A	AB541
REHABILITATION ALCOHOL PROGRAM					
54 Rehabilitation Alcohol Program	2055 North Garey, Suite 2	Pomona, CA 91767	(909) 596-5335	H-212200A	AB541

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FIRST OFFENDER (AB-541) DRIVING-UNDER-THE-INFLUENCE (DUI) PROGRAMS

Contracts Expiring June 30, 2005

Provider Name	Facility Address	City & Zip	Telephone	Contract #	Modality
SOUTH BAY ALCOHOLISM SERVICES, DBA NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE OF THE SOUTH BAY					
South Bay Alcoholism Services, DBA National Council on Alcoholism and Drug Dependence of The South Bay	9100 South Sepulveda Boulevard, Suite 105	Westchester (LAX), CA 90045	(310) 644-3659	H-212241A	AB541
South Bay Alcoholism Services, DBA National Council on Alcoholism and Drug Dependence of The South Bay	1334 Post Avenue	Torrance, CA 90501	(310) 328-1587	H-212242A	AB541
SOUTHERN CALIFORNIA ALCOHOL AND DRUG PROGRAMS, INC.					
Southern California Alcohol and Drug Programs, Inc.	11500 Paramount Boulevard	Downey, CA 90241	(562) 923-4545	H-212259A	AB541
1 Southern California Alcohol and Drug Programs, Inc.	13205 South Street	Cerritos, CA 90703	(562) 402-2466	H-212260A	AB541
TWIN PALMS RECOVERY CENTER					
2 Twin Palms Recovery Center	218 North Glendora Avenue	City Of Industry, CA 91744	(626) 968-8875	H-212253A	AB541
3 Twin Palms Recovery Center	3574 Lexington Avenue	El Monte, CA 91731	(626) 443-4008	H-212258A	AB541
W & G ENTERPRISES					
1/4 Alcohol Education and Recovery Center	1355 South Redondo Avenue, Suite 3	Long Beach, CA 90804	(562) 986-5046	H-212255A	AB541

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MULTIPLE OFFENDER (SB-38) DRIVING-UNDER-THE-INFLUENCE (DUI) PROGRAMS

Contracts Expiring June 30, 2005

Provider Name	Facility Address	City & Zip	Telephone	Contract #	Modality
A BETTER CITIZEN FOUNDATION, INC.					
1 A BC Traffic Safety Program	12018 East Centralia Road, Suite 200	Hawaiian Gardens, CA 90716	(562) 860-9999	H-212141A	SB38
2 A BC Traffic Safety Program	8623-A Garvey Avenue	Rosemead, CA 91770	(626) 572-7001	H-212144A	SB38
ADAPT PROGRAMS, INC.					
3 ADAPT Programs	1644 Wilshire Boulevard, Suite 303	Los Angeles, CA 90017	(213) 483-5703	H-212328A	SB38
ALCOHOL DRUG COUNCIL - HIGH GAIN PROJECT					
4 Alcohol Drug Council - High Gain Project	1424 Fourth Street, Suite 205	Santa Monica, CA 90401	(310) 451-5881	H-212147A	SB38
ALTERNATIVE ACTION PROGRAMS					
5 Alternative Action Programs	2511 South Barrington Avenue	West Los Angeles, CA 90064	(310) 479-8353	H-212390A	SB38
BEHAVIORAL SYSTEMS SOUTHWEST, INC.					
6 Behavioral Systems Southwest	1800 North Highland Avenue, Suite 318	Hollywood, CA 90028	(323) 461-2779	H-212153A	SB38
CENTER FOR COUNSELING AND DRIVER EDUCATION, INC.					
7 Center for Counseling and Driver Education	7060 Owensmouth Avenue	Canoga Park, CA 91303	(818) 992-0460	H-212388A	SB38
CHARLES R. DREW UNIVERSITY OF MEDICINE AND SCIENCE					
8 Charles R. Drew	9307 South Central Avenue	Los Angeles, CA 90002	(323) 564-6982	H-212158A	SB38
CITY OF LONG BEACH, A MUNICIPAL CORPORATION					
9 City of Long Beach - Rehabilitation Services	2525 Grand Avenue, Suite 210	Long Beach, CA 90815	(562) 570-4100	H-213125A	SB38
CLARE FOUNDATION, INC.					
10 CLARE Foundation, Inc.	1020 Pico Boulevard	Santa Monica, CA 90405	(310) 314-6222	H-212339A	SB38

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MULTIPLE OFFENDER (SB-38) DRIVING-UNDER-THE-INFLUENCE (DUI) PROGRAMS

Contracts Expiring June 30, 2005

Provider Name	Facility Address	City & Zip	Telephone	Contract #	Modality
DRIVER BENEFITS PROGRAM, INC.	2370 West Carson Street, Suite 150	Torrance, CA 90501	(310) 320-9550	H-212264A	SB38
1 Driver Benefits Program, Inc.					
DRIVER SAFETY SCHOOLS, INC.	6316 Van Nuys Boulevard	Van Nuys, CA 91401	(818) 787-7878	H-212165A	SB38
2 Driver Safety Schools, Inc.					
EAST LOS ANGELES ALCOHOLISM COUNCIL, INC.	916 South Atlantic Boulevard	Los Angeles, CA 90022	(323) 268-9344	H-212356A	SB38
3 East Los Angeles Alcoholism Council, Inc.					
HARBOR AREA HIGH GAIN PROGRAM, INC.	330 East 3rd Street	Long Beach, CA 90802	(562) 436-9801	H-212333A	SB38
4 Harbor Area High Gain Program, Inc.					
HIGH ROAD PROGRAM, THE	44823 Date Avenue	Lancaster, CA 93534	(661) 942-2241	H-212188A	SB38
15 High Road Program, The					
16 High Road Program, The	14430 Sherman Way	Van Nuys, CA 91405-2340	(818) 785-9119	H-212229A	SB38
17 High Road Program, The	700 South Arroyo Parkway	Pasadena, CA 91105	(626) 793-6159	H-212237A	SB38
INLAND VALLEY DRUG AND ALCOHOL RECOVERY SERVICES	375 South Main Street, Suite 111	Pomona, CA 91766	(909) 622-7311	H-212359A	SB38
18 Inland Valley Drug and Alcohol Recovery Services					
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE OF EAST SAN GABRIEL AND POMONA VALLEYS, INC.	4626 North Grand Avenue	Covina, CA 91724	(626) 331-5316	H-212235A	SB38
19 NCADD E. San Gabriel & Pomona Valleys, Inc.					
NORTHEAST VALLEY HEALTH CORPORATION	12800 Foothill Boulevard, Unit A	Sylmar, CA 91340	(818) 365-2571	H-212204A	SB38
20 Northeast Valley Health Corporation					

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MULTIPLE OFFENDER (SB-38) DRIVING-UNDER-THE-INFLUENCE (DUI) PROGRAMS

Contracts Expiring June 30, 2005

Provider Name	Facility Address	City & Zip	Telephone	Contract #	Modality
RIGHT ON PROGRAMS					
Right On Programs	401 South Glenoaks Boulevard, Suite 201	Burbank, CA 91502	(818) 843-7375	H-212203A	SB38
Right On Programs	522 East Broadway Avenue, Suite 101	Glendale, CA 91205	(818) 240-1683	H-212215A	SB38
SAFETY CONSULTANT SERVICES, INC.					
Safety Consultant Services, Inc.	2904 South Main Street	Los Angeles, CA 90007	(213) 748-9445	H-212172A	SB38
Safety Consultant Services, Inc.	24506 1/2 Lyons Avenue	Newhall, CA 91321	(661) 255-7720	H-212175A	SB38
Safety Consultant Services, Inc.	4120 Tweedy Boulevard	South Gate, CA 90280	(323) 567-0527	H-212178A	SB38
Safety Consultant Services, Inc.	13501 East Whittier Boulevard	Whittier, CA 90605	(562) 945-2493	H-212181A	SB38
Safety Consultant Services, Inc.	5518 North Long Beach Boulevard	Long Beach, CA 90805	(562) 428-6426	H-212212A	SB38
Safety Consultant Services, Inc.					
SAFETY EDUCATION CENTER, INC.					
Safety Education Center, Inc.	844 North Hollywood Way	Burbank, CA 91505	(818) 848-8667	H-212185A	SB38
Safety Education Center, Inc.	18700 Sherman Way, Suite 118	Reseda, CA 91335	(818) 708-1198	H-212209A	SB38
Safety Education Center, Inc.	1515 West Cameron Ave, Bldg C, Suite 300	West Covina, CA 91790	(626) 960-3977	H-212216A	SB38
Safety Education Center, Inc.					
SELF - IMPROVEMENT AND ALTERNATIVE MEASURES, INC. (S.I.A.M.)					
Self - Improvement and Alternative Measures, Inc. (S.I.A.M.)	3450 West 43rd Street, #217	Los Angeles, CA 90008	(323) 292-0581	H-212267A	SB38
SOUTH BAY ALCOHOLISM SERVICES, DBA NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE OF THE SOUTH BAY					
South Bay Alcoholism Services, DBA National Council on Alcoholism and	9100 South Sepulveda Boulevard, Suite 105	Westchester (LAX), CA 90045	(310) 644-3659	H-212244A	SB38
32 Drug Dependence of The South Bay					

7/20/2005

MULTIPLE OFFENDER (SB-38) DRIVERS

Contracts Expiring June 30, 2005				
Provider Name	Facility Address	City & Zip	Telephone	Contract # Modality
SOUTHERN CALIFORNIA ALCOHOL AND DRUG PROGRAMS, INC.	11500 Paramount Boulevard	Downey, CA 90241	(562) 923-4545	H-212262A SB38
33 Southern California Alcohol and Drug Programs, Inc.				
TWIN PALMS RECOVERY CENTER	218 North Glendora Avenue	City Of Industry, CA 91744	(626) 968-8875	H-212252A SB38
34 Twin Palms Recovery Center	3574 Lexington Avenue	El Monte, CA 91731	(626) 443-4008	H-212257A SB38
35 Twin Palms Recovery Center				

THIRD AND SUBSEQUENT OFFENDER (SB-1365) DRIVING-UNDER-THE-INFLUENCE (DUI) PROGRAMS

Contracts Expiring June 30, 2005

Provider Name	Facility Address	City & Zip	Telephone	Contract #	Modality
A BETTER CITIZEN FOUNDATION, INC					
A BC Traffic Safety Program	8623-A Garvey Avenue	Rosemead, CA 91770	(626) 572-7001	H-212145A	SB1365
A BC Traffic Safety Program	12018 East Centralia Road, Suite 200	Hawaiian Gardens, CA 90716	(562) 860-9999	H-212146A	SB1365
ADAPT PROGRAMS, INC.					
ADAPT Programs	1644 Wilshire Boulevard, Suite 303	Los Angeles, CA 90017	(213) 483-5703	H-212327A	SB1365
ALCOHOL DRUG COUNCIL - HIGH GAIN PROJECT					
Alcohol Drug Council - High Gain Project	1424 Fourth Street, Suite 205	Santa Monica, CA 90401	(310) 451-5881	H-212149A	SB1365
ALTERNATIVE ACTION PROGRAMS					
Alternative Action Programs	2511 South Barrington Avenue	West Los Angeles, CA 90064	(310) 479-8353	H-212391A	SB1365
BEHAVIORAL SYSTEMS SOUTHWEST, INC.					
Behavioral Systems Southwest	1800 North Highland Avenue, Suite 318	Hollywood, CA 90028	(323) 461-2779	H-212155A	SB1365
CHARLES R. DREW UNIVERSITY OF MEDICINE AND SCIENCE					
Charles R. Drew	9307 South Central Avenue	Los Angeles, CA 90002	(323) 564-6982	H-212159A	SB1365
DRIVER BENEFITS PROGRAM, INC.					
Driver Benefits Program, Inc.	2370 West Carson Street, Suite 150	Torrance, CA 90501	(310) 320-9550	H-212161A	SB1365
DRIVER SAFETY SCHOOLS, INC.					
Driver Safety Schools, Inc.	6316 Van Nuys Boulevard	Van Nuys, CA 91401	(818) 787-7878	H-212166A	SB1365
EAST LOS ANGELES ALCOHOLISM COUNCIL, INC.					
East Los Angeles Alcoholism Council, Inc.	916 South Atlantic Boulevard	Los Angeles, CA 90022	(323) 268-9344	H-212357A	SB1365

7/21/2005

THIRD AND SUBSEQUENT OFFENDER (SB-1365) DRIVING-UNDER-THE-INFLUENCE (DUI) PROGRAMS

Contracts Expiring June 30, 2005

Provider Name	Facility Address	City & Zip	Telephone	Contract #	Modality
RIGHT ON PROGRAMS					
6 Right On Programs	401 South Glenoaks Boulevard, Suite 201	Burbank, CA 91502	(818) 843-7375	H-212201A	SB1365
7 Right On Programs	522 East Broadway Avenue, Suite 101	Glendale, CA 91205	(818) 240-1683	H-212214A	SB1365
SAFETY CONSULTANT SERVICES, INC.					
18 Safety Consultant Services, Inc.	2904 South Main Street	Los Angeles, CA 90007	(213) 748-9445	H-212173A	SB1365
19 Safety Consultant Services, Inc.	24506 1/2 Lyons Avenue	Newhall, CA 91321	(661) 255-7720	H-212176A	SB1365
20 Safety Consultant Services, Inc.	4120 Tweedy Boulevard	South Gate, CA 90280	(323) 567-0527	H-212179A	SB1365
21 Safety Consultant Services, Inc.	13501 East Whittier Boulevard	Whittier, CA 90605	(562) 945-2493	H-212182A	SB1365
22 Safety Consultant Services, Inc.	5518 North Long Beach Boulevard	Long Beach, CA 90805	(562) 428-6426	H-212211A	SB1365
SAFETY EDUCATION CENTER, INC.					
23 Safety Education Center, Inc.	844 North Hollywood Way	Burbank, CA 91505	(818) 848-8667	H-212210A	SB1365
24 Safety Education Center, Inc.	18700 Sherman Way, Suite 118	Reseda, CA 91335	(818) 708-1198	H-212209A	SB1365
25 Safety Education Center, Inc.	1515 West Cameron Ave, Bldg C, Suite 300	West Covina, CA 91790	(626) 960-3977	H-212226A	SB1365
SOUTH BAY ALCOHOLISM SERVICES, DBA NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE OF THE SOUTH BAY					
South Bay Alcoholism Services, DBA National Council on Alcoholism and	9100 South Sepulveda Boulevard, Suite 105	Westchester (LAX), CA 90045	(310) 644-3659	H-212183A	SB1365
26 Drug Dependence of The South Bay					

EXHIBIT I

Contract No. _____

FIRST OFFENDER

DRIVING-UNDER-THE-INFLUENCE PROGRAM SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____
day of _____, 2005,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),

and (hereafter "Contractor"),

WHEREAS, County desires that those persons in the County of Los Angeles who qualify therefore be provided certain alcoholism services under the Health and Safety Code Sections 11750 et seq., and 11836 et seq., which Contractor is equipped, staffed, and prepared to provide; and

WHEREAS, County believes it is in the best interest of the people of the County of Los Angeles that such services be provided by Contractor; and

WHEREAS, this Agreement is contemplated and authorized by Health and Safety Code Sections 11801, 11812(b), 11837, 11837.2, 11837.4, 11837.5, 11837.6, 11837.7, and 11837.8 and by Government Code Section 26227; and

WHEREAS, the term "Director" as used herein refers jointly

to County's Director of Health Services or his/her authorized designee; and

WHEREAS, the term "SDADP" as used herein refers to the State Department of Alcohol and Drug Programs; and

WHEREAS, the term "ADPA" as used herein refers to County's Alcohol and Drug Program Administration; and

WHEREAS, the term "DUIP" as used herein refers to County's "driving under the influence program"; and

WHEREAS, the term "CADPA" as used herein refers jointly to County's Alcohol and Drug Program Administrator or his/her authorized designee; and

WHEREAS, the term "fiscal year" as used herein refers to County's fiscal year which commences July 1, and ends the following June 30.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence on October 1, 2005 and shall continue in full force and effect through September 30, 2010.

This Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days prior written notice to the other. County may also terminate this Agreement immediately if Contractor is no longer licensed by SDADP. Notice of such termination shall be served upon Contractor in writing by County.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, or agents to comply with the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereof, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute waiver of such right, which may be exercised at any subsequent time.

In the event of termination of this Agreement, Contractor shall make immediate and appropriate plans to transfer or refer all participants served under this Agreement to other agencies for continuing services in accordance with the participant's needs. Such plans shall be approved by Director, before any transfer or referral is completed.

2. DESCRIPTION OF SERVICES: Contractor shall provide services in the form as described in Exhibit A, attached hereto and incorporated herein by reference. The quality of service(s) provided under this Agreement shall be at least equivalent to that which Contractor provides to all other participants it serves.

3. PAYMENT TO COUNTY:

A. Contractor shall compensate County for the supervision and monitoring of its program at the rate of Twenty-One Dollars (\$21) for each participant admitted into

the program during the term of this Agreement. These monies shall be due to the Department of Health Services, ADPA Financial Services Division on the twentieth working day of the month, following the reporting month, for all paying participants. Non-payment of these fees due to County by the above specified day may, at County's discretion, result in a ten percent (10%) late payment penalty and/or termination of this Agreement.

B. County agrees to waive collection from Contractor of County's administrative fee, as identified in this Paragraph, for each participant who provides Contractor with documented proof and demonstrates an inability to pay for services. Contractor shall retain a copy of such documentation in the participant's individual case record.

C. At any time after the commencement of the term of this Agreement, Director may increase or reduce County's administrative fee up to Five Dollars (\$5) each fiscal year to allow for increases and decreases in County administrative costs for County's services provided hereunder. Any increase or decrease more than Five Dollars (\$5) each fiscal year shall be approved by County's Board of Supervisors. Increases are also subject to State approval pursuant to Health and Safety Code Section 11837.8(a). Director shall notify Contractor in writing at least thirty

(30) calendar days prior to implementation of the new fee.

D. Contractor understands that in accordance with the California Code of Regulations, Title 9, Section 9820

(a) (1) (D) and Section 9820 (d), Contractor's State license to provide DUI program services shall automatically expire on the date specified on such license if Contractor has not paid all County administrative fees which are due and payable. Contractor further understands that if this occurs, this Agreement shall automatically terminate on the same date, and County shall be under no obligation to enter into another agreement with Contractor. In any event, if this Agreement should automatically terminate, any outstanding County administrative fees shall still be due and payable to County.

E. In no event shall County be required to pay for the cost of services to be rendered by Contractor hereunder.

4. PARTICIPANT FEES:

A. Participants shall be charged a fee by Contractor for services hereunder. Contractor shall maintain a fee schedule as approved by CADPA and SDADP pursuant to Health and Safety Code Section 11837.4 (b) (2). Such fee schedule shall make provisions for persons who cannot afford such fees in order to enable such persons to participate in the program. The total of all revenue shall not exceed

Contractor's allowable program costs by more than ten percent (10%) as indicated at the end of the fiscal year by a fiscal audit. Allowable program costs are determined by the California Code of Regulations (CCR), Title 9, Chapter 3, Sections 9800 et seq. Revenue in excess of allowable costs plus ten percent (10%) shall either be used for program expansion costs, with the express approval of CADPA or fees shall be reduced accordingly in the next fiscal year. In the event that the revenue exceeds the allowable costs, plus ten percent (10%) profit, and that Contractor's Agreement for the provision of services is not renewed, for any reason, in the ensuing fiscal year, Contractor shall develop a plan for reimbursement, on a prorate basis, of all participants served during the term the Agreement was in effect and in the amount of the excess fees collected. This plan shall be submitted to CADPA for approval within thirty (30) calendar days after submitting the cost report which revealed the excess profit.

B. Contractor may increase or decrease its participant fees with prior written approval from both CADPA and SDADP. Contractor's written request must be submitted to ADPA and must include: (1) a cover letter indicating the proposed fee and the rationale for the increase or decrease, (2) a line item revenue and expenditure report for the prior

fiscal year, (3) a projected line item budget reflecting the proposed fee increase or decrease for the next fiscal year, (4) a breakdown of the proposed program fee by unit of service (or, if an ancillary fee, a cost breakdown which justifies the fee), and (5) a revised payment agreement that includes the proposed fee increase or decrease.

C. An initial down payment of participant fees to Contractor shall be limited to twenty percent (20%) of each participant's total fee, although participants may voluntarily pay more. These monies can be retained by Contractor for intake and administrative costs and will include the fees charged by SDADP and County for program supervision and monitoring. Monies paid in advance for services not received must be reimbursed to the participant or his/her estate. Contractor must make all advance payment records available to County, State, and Certified Public Accounting firms representing County for purposes of inspection and audit.

D. Contractor shall establish and use a standardized payment schedule, approved by SDADP, to determine each participant's assessed program fee and schedule for payment of fees.

5. STAFFING: Contractor shall operate continuously throughout the term of this Agreement with staff who at least

meet the minimum staff qualifications required by Title 9 of the CCR for provision of services hereunder, by Exhibit A, attached hereto, and by any additional requirements which may be established by CADPA and/or SDADP.

6. STAFF TRAINING AND SUPERVISION: Contractor shall institute and maintain an in-service training program of service review and case conferences in which its professional, paraprofessional, intern, student and volunteer personnel will participate. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement with particular emphasis on the supervision of paraprofessionals, interns, students and volunteers. Contractor also, upon request of Director and under his/her supervision, shall conduct training covering any other required State and/or County administrative procedures.

7. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS", dated October 1, 2005. The terms and conditions therein contained are part of this Agreement.

8. CONFLICT OF TERMS: To the extent, any conflict exists between the language of the body of this Agreement, the ADDITIONAL PROVISIONS, and Exhibit "A" attached hereto, the body of this Agreement, the ADDITIONAL PROVISIONS and Exhibit "A" shall govern and prevail in that order.

9. ALTERATION OF TERMS: The body of this Agreement, together with the ADDITIONAL PROVISIONS, and Exhibit "A" attached hereto, shall constitute the complete and exclusive statement of understandings between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understandings of the parties, their officers, employees, or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally adopted and executed by the parties in the same manner as this Agreement.

10. PROGRAM SUPERVISION, MONITORING AND REVIEW: Pursuant to Health and Safety Code Section 11837.6, services hereunder shall be provided by Contractor under the general supervision of CADPA. Contractor agrees to extend to Director, CADPA, their authorized designees, and authorized State representatives the right to review and monitor Contractor's facilities, programs, procedures, and/or records at any reasonable time.

11. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior

County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign or divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this

Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgment, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits County's right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

12. SUSPENSION OF PARTICIPANT REFERRALS: CADPA may initiate steps leading to suspension of referrals to Contractor's program for failure to comply with the terms and conditions of this Agreement including, but not limited to, the following:

A. Failure to notify the court with jurisdiction of a participant's enrollment or termination.

B. Failure to return a participant to the court with jurisdiction after a subsequent conviction for driving under the influence.

C. Withholding notice to the court with jurisdiction, of program completion by a participant until after all program fees are paid.

D. Failure to permit indigent participants to avail themselves of the provisions for indigence as set forth in PARTICIPANT FEES paragraph of this Agreement.

E. Collecting a participant fee that exceeds the State approved maximum fee.

F. Failure to pay County administrative fees for three (3) or more months after the due date as set forth in PAYMENT TO COUNTY Paragraph of this Agreement.

G. Failure to maintain the minimum requirements of a DUIP facility as specified in Section 504 of the Federal Rehabilitation Act of 1973 and Title III of the Federal Americans with Disabilities Act of 1990.

13. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with Federal, State, and local laws, ordinances, regulations, rules, guidelines and directives applicable to its performance hereunder, as they are now enacted or may hereafter be amended. To the extent there is any conflict between Federal and State or local laws, the former shall prevail.

Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation, or other law which occurs after the effective date of this Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State, or local laws, ordinances, regulations, rules, guidelines, or directives.

14. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

15. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be

delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or,

require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits:

Contractor shall report to County:

- (1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
- (3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor

shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors:
Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- (1) Contractor providing evidence of insurance covering the activities of subcontractors, or
- (2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage.

County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

16. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Workers Compensation and Employers' Liability:
Insurance providing workers compensation benefits, as

required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

C. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

17. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

18. CONTRACTOR'S OFFICES: Contractor's primary business office is located at _____.
Contractor's primary business telephone number is (____) _____

and facsimile/FAX number is (____) _____. Contractor shall notify County, in writing, of any changes made to Contractor's primary business address, business telephone number and/or facsimile/FAX number as listed herein, or any other business address, business telephone number and/or facsimile/FAX number used in the provision of services herein, at least ten (10) days prior to the effective date(s) thereof.

19. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-East
Los Angeles, California 90012-2659
Attention: Division Chief
- (2) Department of Health Services
Alcohol and Drug Program Administration
1000 S. Fremont Avenue
Building A-9 East, 3rd Floor
Alhambra, California 9
Attention: Director

B. Notices to Contractor shall be addressed as follows:

(1) _____

Attention: _____

IN WITNESS WHEREOF, the Board of Supervisors of the County of
Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services to be hereto affixed, and caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By Thomas L. Garthwaite, M.D.
Director and Chief Medical
Officer

Contractor

By Signature

Print Name

Title (AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By Cara O'Neill, Chief
Contracts and Grants

07/05PO
FIRSTOFD

EXHIBIT A

FIRST OFFENDER

DRIVING-UNDER-THE-INFLUENCE PROGRAM SERVICES AGREEMENT

1. DEFINITION: First Offender Driving-Under-the-Influence Program (hereafter "First Offender DUIP") services are alcohol and other drug education and counseling program services which permit any person who is convicted of driving a vehicle or operating any vessel under the influence of alcohol or any drug, or under the combined influence of alcohol and any drug to participate in, for at least three (3) months, a public or private program of educational and counseling services for problem drinking or alcoholism, chemical dependency or poly drug abuse.

First Offender DUIPs which provide these services are licensed by State Department of Alcohol and Drug Programs ("SDADP") and are supervised and monitored by County's Alcohol and Drug Program Administration ("ADPA").

In addition, any person convicted of an offense of reckless driving as a substitute for an original charge of driving-under-the-influence ("DUI"), shall participate in the educational component of a First Offender DUIP.

2. PARTICIPANT ELIGIBILITY: To be eligible to enroll in a First Offender DUIP, persons shall be:

A. Arrested and sentenced due to a DUI offense and referred, upon sentencing by the court, to a First Offender DUIP which has been licensed by SDADP; or

B. Arrested for a DUI offense but convicted of an offense of reckless driving and referred, upon sentencing by the court, to a First Offender DUIP that has been licensed by SDADP; or

C. An individual whose driver license has been administratively suspended or revoked for DUI.

D. In the absence of a court referral, persons may enroll upon presenting documentation that the State Department of Motor Vehicles requires completion of a First Offender DUIP as a prerequisite for driver's license reinstatement.

Note: Neither State licensure nor an agreement with County guarantees that any court referrals will be forthcoming to Contractor.

3. ADMINISTRATION AND PROGRAM SERVICES:

A. Contractor shall administer and provide First Offender DUIP services in accordance with all applicable Health and Safety Codes, Vehicle Codes, and Title 9, California Code of Regulations.

B. Contractor agrees to provide additional services to First Offender DUIP participants in accordance with

additional County requirements that have been approved by SDADP. County shall provide Contractor with a listing of all such approved requirements.

C. No program service or adjunct activity shall involve the consumption of alcohol.

D. During the intake interview, the interviewer shall explain participant complaint procedures including County's Alcohol and Drug Program Administrator ("CADPA") address and phone number(s), and the right to transfer to another program.

E. Contractor shall maintain an established facility open to the public and available at all assigned times for scheduled First Offender DUIP activities. Office coverage shall be provided during regularly assigned office hours to facilitate liaison with courts, CADPA, and participants. The minimum hours of operation for Contractor's First Offender DUIP shall be:

- (1) Monday through Friday, 9:00 a.m. to 5:00 p.m.
- (2) Two evenings a week and/or one-half day Saturday.
- (3) Sunday, as required.
- (4) Alternate hours of operation may be approved in writing by CADPA.

F. All participants requesting an ongoing support experience after completion of First Offender DUIP activities

shall be assisted by Contractor to find and/or establish an appropriate support group.

4. LEAVE OF ABSENCE:

A. Contractor shall submit the participant's written request for leave of absence and any documentation substantiating the need for a leave of absence to the CADPA and shall retain a copy of the request in the participant's case record.

B. Leaves of absence may be granted only by CADPA on an individual review and approval basis for participants whose work or special circumstances require scheduled absences longer than twenty-one (21) days. Such approved plans apply to military personnel whose orders or responsibilities require an extended absence, participants whose work requires travel for an extended period of time, participants who are absent due to their own extended illness or medical treatment or that of a family member, participants who are incarcerated or in a residential alcohol or drug treatment program, participants who cannot participate due to an extreme hardship or family emergency as documented in the participant's record, and participants who have requested a leave of absence for a vacation. A leave of absence shall be granted for vacation only if the participant has made up all absences and paid all outstanding fees prior to the leave of

absence.

C. Contractor shall document such plans for leave of absence in the participant's case record.

5. INTERPROGRAM TRANSFER:

A. A participant in an approved program may request a transfer to another approved program in Los Angeles County upon approval of CADPA, or to a county other than Los Angeles County upon approval of both CADPA and the CADPA of the receiving county or his/her authorized designee.

B. Contractor shall provide notice of transfer on SDADP-approved forms to CADPA's or their authorized designees in both the sending and receiving counties as well as to the court with jurisdiction.

6. REPORTING PROCEDURES:

A. Contractor shall notify the court with jurisdiction of all participant completions and terminations as they occur.

B. Contractor shall complete an intake form on each participant enrolled into its First Offender DUIP. Contractor shall complete a change of status form on each participant upon any official status change (e.g., completion, noncompliance).

C. Contractor shall submit by the twentieth working day of each month a monthly provider remittance report for the

previous month to the Department of Health Services, Financial Services Division, and to CADPA, on forms supplied by County. Contractor shall submit by the twentieth working day of each month a copy of all intake and change of status forms for each intake and status change which occurred during the previous month to CADPA on forms supplied by County.

D. For reporting purposes to CADPA only, participants who were arrested for a DUI offense but were subsequently convicted of an offense of reckless driving and only participate in the educational component in a First Offender DUIP, shall be considered the same as participants receiving a three (3) month program. Likewise, these participants who are required to complete more than three (3) months of program services shall be considered the same as participants receiving only a three (3) month program.

E. County may, with sufficient notice to Contractor, revise the reporting forms, procedures, and requirements described in (B), (C), and (D) immediately above, except that the time allowed Contractor for submitting the reports and forms shall not be reduced.

F. Contractor shall inform participants of possible follow-up mechanisms or instruments to be developed by ADPA.

7. MEASURABLE GOALS AND OBJECTIVES:

A. At least eighty percent (80%) of enrolled

participants shall complete the program.

B. At least eighty percent (80%) of participants completing the program shall be free of further DUI arrests for one (1) year after completion of the program.

8. SERVICE DELIVERY SITE: Contractor's facility(ies), where First Offender DUIP services are to be provided, is (are) located at _____.

Contractor shall notify ADPA in writing at least thirty (30) days before terminating First Offender DUIP services hereunder at such location(s), and Contractor shall obtain the written consent of ADPA before commencing such services at any other location.

07/05:PO
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ADDITIONAL PROVISIONS

DEPARTMENT OF HEALTH SERVICES

ALCOHOL AND DRUG PROGRAM ADMINISTRATION

DRIVING UNDER THE INFLUENCE PROGRAM SERVICES

OCTOBER 1, 2005

ADDITIONAL PROVISIONS
DEPARTMENT OF HEALTH SERVICES
ALCOHOL AND DRUG PROGRAM ADMINISTRATION
DRIVING UNDER THE INFLUENCE PROGRAM SERVICES
OCTOBER 1, 2005

1. ADMINISTRATION: County's Director of Health Services or his/her designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director and to authorized Federal and State representatives the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities, or work areas, for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION: Contractor shall prepare and submit to Alcohol and Drug Program Administration ("ADPA"), within ten (10) calendar days following execution of this Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers or Board of Directors, containing the following information with supportive documentation:

A. The form of Contractor's business organization, i.e., sole proprietorship, partnership, or corporation.

B. A detailed statement indicating whether Contractor is totally or substantially owned by another business organization (i.e., another legal entity or parent corporation).

C. A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

D. If during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify the Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

3. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services to participants hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of Federal and State laws or in any manner on the basis of the participant's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a

non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation.

In providing services hereunder, facility access for handicapped must comply with the Federal Rehabilitation Act of 1973, Section 504, where Federal funds are involved, and Title III of the Federal Americans with Disabilities Act of 1990.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be

referred by Contractor to Director for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' ("SDHS") Affirmative Action Division. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures. A copy of such procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Federal Rehabilitation Act of 1973, the Federal Americans with Disabilities Act of 1990, and all other Federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to

race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation in accordance with requirements of Federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation in accordance with requirements of Federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a

notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractor, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of Federal and State laws.

E. Contractor shall allow Federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal

Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of undocumented aliens and others, and that all its employees performing services hereunder

meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. RECORDS AND AUDITS:

A. Participant Records: Contractor shall maintain adequate service records on each participant which shall include, but shall not be limited to intake assessment, a record of participant interviews, group sessions, progress notes of each participant contact as it occurs, and a record of services provided by the various professionals, paraprofessional and other personnel in sufficient detail to permit an evaluation of services rendered. Participant records shall account for all participants seen and document all services provided; all chart entries shall be signed and

dated by staff providing the services. All participant records shall be retained for a minimum of four (4) years following the expiration or termination of this Agreement, or until Federal, State, and/or County audit findings applicable to such services are resolved, whichever is later, and shall be retained by Contractor at a location in Los Angeles County, or with prior written authorization by ADPA in any other Southern California location, and shall be made available at reasonable times to authorized representatives of Federal, State and County governments, and to Certified Public Accounting firms representing County, during the term of this Agreement and during the period of record retention for the purpose of program review and/or fiscal audit.

B. Financial Records: Contractor shall prepare and maintain complete financial records in accordance with generally accepted accounting principles. Such records shall clearly reflect the actual cost for each mode of service provided by Contractor, and shall include, but not be limited to:

- (1) Books of original entry which identify all designated donations, grants and other revenue received, and all costs incurred by type of service.

(2) Personnel records which account for the percentage of time worked on each type of service and total work time of each of Contractor's personnel in providing services under this Agreement. Such records shall be corroborated by payroll timekeeping records, and time cards signed by the employee and approved by the supervisor, which verifies percentage time distribution by type of service and accounts for the total time worked by each of Contractor's personnel on a daily basis.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advises, vendor invoices, appointment logs, participant ledger cards). The participant eligibility determination and fees charged to, and collected from, participants must also be reflected therein. All financial records shall be retained by Contractor at a location in Southern California during their term of this Agreement and for a minimum period of five (5) years following expiration or termination of this Agreement, or until Federal and/or State audit findings are resolved, whichever is later. During such retention period, all such records shall be

made available during normal business hours to authorized representatives of Federal, State, or County governments, and to Certified Public Accounting firms representing County, for purpose of inspection and audit.

C. Preservation of Records: If following termination of this Agreement Contractor's (parent) facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director of SDADP and CADPA shall be notified thereof by Contractor in writing and arrangements are to be made by Contractor, to transfer to County all participant records referred to hereinabove and any participant records referred to in the Exhibit(s) incorporated herein to be transferred to County for preservation.

D. County To Be Provided Audit Reports: In the event that an audit is conducted of Contractor by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file such audit reports(s) with the Director and County's Department of Health Services - Financial Services Division, and with CADPA within thirty (30) days of receipt, unless otherwise provided under this Agreement, or under applicable Federal or State regulations. Failure of Contractor to comply with

these terms shall constitute a material breach of contract upon which County may cancel, terminate or suspend this Agreement.

8. REPORTS: Contractor shall make other reports as required by the Director or by SDADP, concerning Contractor's activities as they relate to this Agreement. In no event, however, may County require such reports unless it has provided Contractor with at least thirty (30) calendar days prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

9. ANNUAL COST REPORT:

A. For each fiscal year, or portion thereof, that this Agreement is in effect, Contractor shall provide to County's Department of Health Services ADPA Financial Services Division ("FSD"), one (1) original and one (1) copy of an annual cost report, within forty-five (45) calendar days following the close of such fiscal year. Such cost report shall be prepared in accordance with generally accepted accounting principles, using cost report forms and instructions provided by County.

B. If this Agreement is terminated or canceled prior to June 30th, the annual cost report shall be for that Agreement period which ends on the termination or

cancellation date and two (2) copies of such report shall be submitted with forty-five (45) calendar days after such termination or cancellation date to County's Department of Health Services ADPA FSD.

10. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and participant records, in accordance with all applicable Federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, and agents.

11. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one

party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, and local taxes, or other compensation, benefits, or taxes to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole responsibility and liability for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

12. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement:

If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31 U.S.C., Section

1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

13. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral

services of all those bar associations within Los Angeles County that have such a service. Contractor shall also ensure that its employees do not act as a runner or capper for Contractor or any other agency performing the same or similar services.

14. CONFLICT OF INTEREST:

A. No County employee whose position in County enables him/her to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to

Director. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

15. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the locations (i.e., facilities) where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

16. DRUG FREE WORK PLACE: Contractor certifies that it will comply with the requirements of Government Code Section 8350 et seq. (Drug Free Work Place Act of 1990) and will provide a drug free work place, in the provision of services herein, by taking the following actions:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in a person's or organization's (including Contractor's organization) work place, including a statement specifying the actions that will be taken against employees for the

violations of the prohibitions as required by Government Code Section 8355(a).

B. Establish a drug free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:

- (1) The dangers of drug abuse in the work place;
- (2) The person's or organization's policy of maintaining a drug free work place;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations.

C. Provide, as required by Government Code Section 8355(c), that every employee engaged in the performance of this Agreement:

- (1) Be given a copy of the County's drug free policy statement; and
- (2) As a condition of employment on this Agreement, agree to abide by the terms of the published statement.

D. Contractor's failure to comply with the above listed requirements may result in County's withholding of payments to Contractor under this Agreement, or termination of this Agreement, or both, and Contractor may be ineligible for

future County agreements if County determines that any of the following has occurred:

- (1) Contractor has made false certification; or
- (2) Contractor has violated the certification by failing to carry out the requirements as noted above.

17. HUMAN IMMUNODEFICIENCY VIRUS ("HIV")/ACQUIRED IMMUNE DEFICIENCY SYNDROME ("AIDS") EDUCATION AND TRAINING: Contractor shall:

A. Develop an agency policy regarding the agency's commitment to the level of services to be provided to HIV/AIDS infected participants and/or employees, which has been approved by ADPA.

B. Designate an AIDS resource person to receive education and training on HIV and AIDS for the purpose of educating and training agency staff and participants on the prevention and transmission of HIV/AIDS. The HIV/AIDS education and training of agency staff may include the education and prevention of other communicable diseases (e.g., all types of viral hepatitis, tuberculosis, chlamydia, gonorrhea, and syphilis). All new staff must receive HIV/AIDS education within the first three (3) months of employment.

C. Maintain program facility(ies) and services in a manner which will reduce the risk of HIV virus transmission.

D. Make available to all participants and employees the location of HIV/AIDS counseling and testing sites and treatment centers within the County of Los Angeles.

E. Not deny services to any person solely because they are perceived to be at high risk for HIV infection (e.g., injection drug users, gay and bi-sexual men/women, sex workers), or have been diagnosed with HIV/AIDS.

F. Comply with all applicable Federal and State laws relating to confidentiality of the HIV/AIDS status of the participant.

18. PUBLIC ANNOUNCEMENTS AND LITERATURE:

Contractor shall submit any public announcements and literature describing services provided under this Agreement to CADPA for review and approval prior to use. In such public announcements and literature distributed by Contractor, for the purpose of apprising participants and the general public of the nature of its services hereunder, Contractor may indicate that the services which it provides under this Agreement are licensed by SDADP and monitored by CADPA.

19. MESSAGES REGARDING THE UNLAWFUL USE OF ALCOHOL AND DRUGS: Contractor agrees that any information, material, curricula, teachings, or promotions which are produced under this Agreement, including but not limited to, those produced in audio, print, or video, and which pertain to messages provided by

Contractor's program to participants and the general public, shall all be produced in accordance with the requirements of Health and Safety Code Sections 11999, 11999.1, 11999.2 and 11999.3, and shall specifically contain a clear statement that promotes no unlawful use of alcohol or drugs and that the unlawful use of alcohol and drugs is both illegal and dangerous.

Contractor shall provide ADPA with any audio, printed, video, or other materials planned for general public dissemination, for review upon ADPA's request.

20. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

21. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES GREATER AVENUES FOR INDEPENDENCE PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence Program Participants for Employment ("GAIN") program, who meet Contractor's minimum qualifications for the open position.

County will refer GAIN participants by job category to Contractor.

22. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:

Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

23. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoffs or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

24. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County

and its Department of Health Services ("DHS") shall make the determination to resolicit bids or request proposals in accordance with applicable County and DHS policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

25. TERMINATION FOR INSOLVENCY AND DEFAULT:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not;

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. Termination for Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services

similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

26. TERMINATION FOR IMPROPER CONSIDERATIONS: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement if it is found that considerations, in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement, or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the

County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.

27. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County any remittances due as described in PAYMENT TO COUNTY Paragraph in the body of this Agreement. Such remittances

shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination.

Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) working calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

28. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent(s) will evaluate Contractor's performance (including the performance of any party providing services on behalf of Contractor) under this Agreement as may be required from time to time for quality assurance purposes, but not less than two times each fiscal year. Such an evaluation will include, but not be limited to, assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies or actions which County determines are severe or continuing and that may place the performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The

report will include an improvement/corrective action measures to be taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

29. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney ("DA") Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to

Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Within thirty (30) calendar days of the effective date of this Agreement, Contractor shall submit to County's DA a completed Principal Owner Information ("POI") Form, incorporated herein by reference, along with certifications in accordance with the provisions of Section 2.200.060 of the County Code, that:

(1) the POI Form has been appropriately completed and provided to the DA with respect to Contractor's Principal Owners; (2)

Contractor has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such certification shall be submitted on the Child Support Compliance Program ("CSCP") Certification, also incorporated herein by reference.

Failure of Contractor to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the DA) to County's DA shall represent a material breach of contract upon which County may immediately suspend or terminate this Agreement.

30. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's DA shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to the TERMINATION FOR INSOLVENCY AND DEFAULT Paragraph of this Agreement.

31. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s ("Los Angeles'") Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's DA will supply Contractor with the poster to be used.

32. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor hereby agrees and consents to the exclusive jurisdiction of the courts of the State

of California for all purposes regarding this Agreement and further agrees and consents that venue of any action (other than an appeal or an enforcement of a judgment) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the Courts of the State of California located in Los Angeles County, California.

33. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

34. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

35. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal

government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

36. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement or other contracts, which indicates that Contractor is not responsible, County may or otherwise in addition to other remedies provided under this Agreement, debar Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County, (2) committed any act of omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing

of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for debarment hearing before County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contract Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Contractor shall be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any subcontractors of contractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code.

37. NOTICE TO EMPLOYEE REGARDING THE FEDERAL EARNED INCOME

CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

38. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

39. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality,

privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE

OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS),
FOR ITS FAILURE TO COMPLY WITH HIPAA.

40. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an

aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts.

"Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the

Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. The required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", is to be completed by the Contractor prior to Board approval of this Agreement and forwarded to ADPA.

D. Contractor's violation of the above subparagraph of Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

41. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

42. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

43. REPORTING OF ELDER AND DEPENDENT ADULT ABUSE: If treatment services are provided hereunder, Contractor understands that certain of its staff are "mandated reporters" as defined in Welfare and Institutions Code Section 15630(a). In such case,

Contractor further understands that in suspected instances of elder or dependent adult abuse, such staff have certain immediate and follow-up reporting responsibilities as described in Welfare and Institutions Code Section 15630. Contractor staff's failure to report as required is considered a breach of contract subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000, or both.

08/05

DUIADPROVS.PO

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

No shame. No blame. No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmale qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Lita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Wonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

EXHIBIT II

Contract No. _____

18-MONTH MULTIPLE OFFENDER

DRIVING-UNDER-THE-INFLUENCE PROGRAM SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____
day of _____, 2005,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),

and
(hereafter "Contractor"),

WHEREAS, County desires that those persons in the County of Los Angeles who qualify therefore be provided certain alcoholism services under the Health and Safety Code Sections 11750 et seq., and 11836 et seq., which Contractor is equipped, staffed, staffed and prepared to provide; and

WHEREAS, County believes it is in the best interest of the people of the County of Los Angeles that such services be provided by Contractor; and

WHEREAS, this Agreement is contemplated and authorized by Health and Safety Code Sections 11801, 11812(b), 11837, 11837.2, 11837.4, 11837.5, 11837.6, 11837.7 abd 11837.8 and by Government Code Section 26227; and

WHEREAS, the term "Director" as used herein refers jointly

to County's Director of Health Services or his/her authorized designee; and

WHEREAS, the term "SDADP" as used herein refers to the State Department of Alcohol and Drug Programs; and

WHEREAS, the term "ADPA" as used herein refers to County's Alcohol and Drug Program Administration; and

WHEREAS, the term "DUIP" as used herein refers to County's "driving under the influence program"; and

WHEREAS, the term "CADPA" as used herein refers jointly to County's Alcohol and Drug Program Administrator or his/her authorized designee; and

WHEREAS, the term "fiscal year" as used herein refers to County's fiscal year which commences July 1, and ends the following June 30.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence on October 1, 2005 and shall continue in full force and effect through September 30, 2010.

This Agreement may be cancelled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days prior written notice to the other. County may also terminate this Agreement immediately if Contractor is no longer licensed by SDADP. Notice of such termination shall be served upon Contractor in writing by County.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, or agents to comply with the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereof, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute waiver of such right, which may be exercised at any subsequent time.

In the event of termination of this Agreement, Contractor shall make immediate and appropriate plans to transfer or refer all participants served under this Agreement to other agencies for continuing services in accordance with the participant's needs. Such plans shall be approved by Director, before any transfer or referral is completed.

2. DESCRIPTION OF SERVICES: Contractor shall provide services in the form as described in Exhibit A, attached hereto and incorporated herein by reference. The quality of service(s) provided under this Agreement shall be at least equivalent to that which Contractor provides to all other participants it serves.

3. PAYMENT TO COUNTY:

A. Contractor shall compensate County for the supervision and monitoring of its program at the rate of Forty-Six Dollars (\$46) for each participant admitted into

the program during the term of this Agreement. These monies shall be due to the Department of Health Services, ADPA Financial Services Division on the twentieth working day of the month, following the reporting month, for all paying participants. Non-payment of these fees due to County by the above specified day may, at County's discretion, result in a ten percent (10%) late payment penalty and/or termination of this Agreement.

B. County agrees to waive collection from Contractor of County's administrative fee, as identified in this Paragraph, for each participant who provides Contractor with documented proof and demonstrates an inability to pay for services. Contractor shall retain a copy of such documentation in the participant's individual case record.

C. At any time after the commencement of the term of this Agreement, Director may increase or reduce County's administrative fee up to Five Dollars (\$5) each fiscal year to allow for increases and decreases in County administrative costs for County's services provided hereunder. Any increase or decrease more than Five Dollars (\$5) each fiscal year shall be approved by County's Board of Supervisors. Increases are also subject to State approval pursuant to Health and Safety Code Section 11837.8(a). Director shall notify Contractor in writing at least thirty

(30) calendar days prior to implementation of the new fee.

D. Contractor understands that in accordance with the California Code of Regulations, Title 9, Section 9820

(a) (1) (D) and Section 9820 (d), Contractor's State license to provide DUI program services shall automatically expire on the date specified on such license if Contractor has not paid all County administrative fees which are due and payable. Contractor further understands that if this occurs, this Agreement shall automatically terminate on the same date, and County shall be under no obligation to enter into another agreement with Contractor. In any event, if this Agreement should automatically terminate, any outstanding County administrative fees shall still be due and payable to County.

E. In no event shall County be required to pay for the cost of services to be rendered by Contractor hereunder.

4. PARTICIPANT FEES:

A. Participants shall be charged a fee by Contractor for services hereunder. Contractor shall maintain a fee schedule as approved by CADPA and SDADP pursuant to Health and Safety Code Section 11837.4 (b) (2). Such fee schedule shall make provisions for persons who cannot afford such fees in order to enable such persons to participate in the program. The total of all revenue shall not exceed

Contractor's allowable program costs by more than ten percent (10%) as indicated at the end of the fiscal year by a fiscal audit. Allowable program costs are determined by the California Code of Regulations (CCR), Title 9, Chapter 3, Sections 9800 et seq. Revenue in excess of allowable costs plus ten percent (10%) shall either be used for program expansion costs, with the express approval of CADPA or fees shall be reduced accordingly in the next fiscal year. In the event that the revenue exceeds the allowable costs, plus ten percent (10%) profit, and that Contractor's Agreement for the provision of services is not renewed, for any reason, in the ensuing fiscal year, Contractor shall develop a plan for reimbursement, on a prorate basis, of all participants served during the term the Agreement was in effect and in the amount of the excess fees collected. This plan shall be submitted to CADPA for approval within thirty (30) calendar days after submitting the cost report which revealed the excess profit.

B. Contractor may increase or decrease its participant fees with prior written approval from both CADPA and SDADP. Contractor's written request must be submitted to ADPA and must include: (1) a cover letter indicating the proposed fee and the rationale for the increase or decrease, (2) a line item revenue and expenditure report for the prior

fiscal year, (3) a projected line item budget reflecting the proposed fee increase or decrease for the next fiscal year, (4) a breakdown of the proposed program fee by unit of service (or, if an ancillary fee, a cost breakdown which justifies the fee), and (5) a revised payment agreement that includes the proposed fee increase or decrease.

C. An initial down payment of participant fees to Contractor shall be limited to twenty percent (20%) of each participant's total fee, although participants may voluntarily pay more. These monies can be retained by Contractor for intake and administrative costs and will include the fees charged by SDADP and County for program supervision and monitoring. Monies paid in advance for services not received must be reimbursed to the participant, or his/her estate. Contractor must make all advance payment records available to County, State, and Certified Public Accounting firms representing County for purposes of inspection and audit.

D. Contractor shall establish and use a standardized payment schedule, approved by SDADP, to determine each participant's assessed program fee and schedule for payment of fees.

5. STAFFING: Contractor shall operate continuously throughout the term of this Agreement with staff who at least

meet the minimum staff qualifications required by Title 9 of the CCR for provision of services hereunder, by Exhibit A, attached hereto, and by any additional requirements which may be established by CADPA and/or SDADP.

6. STAFF TRAINING AND SUPERVISION: Contractor shall institute and maintain an in-service training program of service review and case conferences in which its professional, paraprofessional, intern, student and volunteer personnel will participate. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement with particular emphasis on the supervision of paraprofessionals, interns, students and volunteers. Contractor also, upon request of Director and under his/her supervision, shall conduct training covering any other required State and/or County administrative procedures.

7. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS", dated October 1, 2005. The terms and conditions therein contained are part of this Agreement.

8. CONFLICT OF TERMS: To the extent, any conflict exists between the language of the body of this Agreement, the ADDITIONAL PROVISIONS, and Exhibit "A" attached hereto, the body of this Agreement, the ADDITIONAL PROVISIONS and Exhibit "A" shall govern and prevail in that order.

9. ALTERATION OF TERMS: The body of this Agreement, together with the ADDITIONAL PROVISIONS, and Exhibit "A" attached hereto, shall constitute the complete and exclusive statement of understandings between the parties which supercedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understandings of the parties, their officers, employees, or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally adopted and executed by the parties in the same manner as this Agreement.

10. PROGRAM SUPERVISION. MONITORING AND REVIEW: Pursuant to Health and Safety Code Section 11837.6, services hereunder shall be provided by Contractor under the general supervision of CADPA. Contractor agrees to extend to Director, CADPA, their authorized designees, and authorized State representatives the right to review and monitor Contractor's facilities, programs, procedures, and/or records at any reasonable time.

11. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County.

Any assignment or delegation which does not have such prior

County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign or divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this

Agreement shall not waive or constitute such County consent.

Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgment, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits County's right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

12. SUSPENSION OF PARTICIPANT REFERRALS: CADPA may initiate steps leading to suspension of referrals to Contractor's program for failure to comply with the terms and conditions of this Agreement including, but not limited to, the following:

A. Failure to notify the court with jurisdiction of a participant's enrollment or termination.

B. Failure to return a participant to the court with jurisdiction after a subsequent conviction for driving under the influence.

C. Withholding notice to the court with jurisdiction, of program completion by a participant until after all program fees are paid.

D. Failure to permit indigent participants to avail themselves of the provisions for indigence as set forth in PARTICIPANT FEES paragraph of this Agreement.

E. Collecting a participant fee that exceeds the State approved maximum fee.

F. Failure to pay County administrative fees for three (3) or more months after the due date as set forth in PAYMENT TO COUNTY Paragraph of this Agreement.

G. Failure to maintain the minimum requirements of a DUIP facility as specified in Section 504 of the Federal Rehabilitation Act of 1973 and Title III of the Federal Americans with Disabilities Act of 1990.

13. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with Federal, State, and local laws, ordinances, regulations, rules, guidelines and directives applicable to its performance hereunder, as they are now enacted or may hereafter be amended. To the extent there is any conflict between Federal and State or local laws, the former shall prevail.

Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation, or other law which occurs after the effective date of this Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State, or local laws, ordinances, regulations, rules, guidelines, or directives.

14. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

15. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be

delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or,

require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits:

Contractor shall report to County:

- (1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
- (3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor

shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors:
Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

16. INSURANCE COVERAGE REOUIREMENTS:

A. General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence	\$1 Million

B. Workers Compensation and Employers' Liability:
Insurance providing workers compensation benefits, as

required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

C. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

17. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

18. CONTRACTOR'S OFFICES: Contractor's primary business office is located at _____.
Contractor's primary business telephone number is (____) _____

and facsimile/FAX number is (____) _____. Contractor shall notify County, in writing, of any changes made to Contractor's primary business address, business telephone number and/or facsimile/FAX number as listed herein, or any other business address, business telephone number and/or facsimile/FAX number used in the provision of services herein, at least ten (10) days prior to the effective date(s) thereof.

19. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

(1) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-East
Los Angeles, California 90012-2659

Attention: Division Chief

(2) Department of Health Services
Alcohol and Drug Program Administration
1000 South Fremont Avenue
Building A-9 East, 3rd Floor
Alhambra, California 91803

Attention: Director

B. Notices to Contractor shall be addressed as follows:

(1) _____

Attention: _____

IN WITNESS WHEREOF, the Board of Supervisors of the County of
Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services to be hereto affixed, and caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical
Officer

Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants

07/05:PO
18MONTHOFF.D

EXHIBIT A

18-MONTH MULTIPLE OFFENDER

DRIVING-UNDER-THE-INFLUENCE PROGRAM SERVICES AGREEMENT

1. DEFINITION: 18-Month Multiple Offender Driving-Under-the-Influence Program (hereafter "18-Month DUIP") services are alcohol and other drug education and counseling program services which permit any person who is convicted of driving a vehicle or operating any vessel under the influence of alcohol or any drug, or under the combined influence of alcohol and any drug, and the offense occurred within ten (10) years of a separate violation to participate in, for at least eighteen (18) months, a public or private program of educational and counseling services for problem drinking or alcoholism, chemical dependency or poly drug abuse. 18-Month DUIPs which provide these services are licensed by State Department of Alcohol and Drug Programs ("SDADP") and are supervised and monitored by County's Alcohol and Drug Program Administration ("ADPA").

2. PARTICIPANT ELIGIBILITY: To be eligible to enroll in an 18-Month DUIP, persons shall be:

A. Arrested and sentenced due to a driving-under-the-influence ("DUI") offense that occurred within ten (10) years of a separate violation and referred, upon sentencing by the court, to an 18-Month DUIP which has been licensed by SDADP;
or

B. An individual whose driver license has been administratively suspended or revoked for a DUI offense that occurred within ten (10) years of a separate violation.

C. In the absence of a court referral, persons may enroll upon presenting documentation that the State Department of Motor Vehicles requires completion of an 18-Month DUIP as a prerequisite for driver's license reinstatement.

Note: Neither State licensure nor an agreement with County guarantees that any court referrals will be forthcoming to Contractor.

3. ADMINISTRATION AND PROGRAM SERVICES:

A. Contractor shall administer and provide 18-Month DUIP services in accordance with all applicable Health and Safety Codes, Vehicle Codes, and Title 9, California Code of Regulations.

B. Contractor agrees to provide additional services to 18-Month DUIP participants in accordance with additional County requirements that have been approved by SDADP. County shall provide Contractor with a listing of all such approved requirements.

C. No program service or adjunct activity shall involve the consumption of alcohol.

D. During the intake interview, the interviewer shall

explain participant complaint procedures including County's Alcohol and Drug Program Administrator ("CADPA") address and phone number(s), and the right to transfer to another program.

E. Contractor shall maintain an established facility open to the public and available at all assigned times for scheduled 18-Month DUIP activities. Office coverage shall be provided during regularly assigned office hours to facilitate liaison with courts, CADPA, and participants. The minimum hours of operation for Contractor's 18-Month DUIP shall be:

- (1) Monday through Friday, 9:00 a.m. to 5:00 p.m.
- (2) Two evenings a week and/or one-half day Saturday.
- (3) Sunday, as required.
- (4) Alternate hours of operation may be approved in writing by CADPA.

F. All participants requesting an ongoing support experience after completion of 18-Month DUIP activities shall be assisted by Contractor to find and/or establish an appropriate support group.

4. LEAVE OF ABSENCE:

A. Contractor shall submit the participant's written request for leave of absence and any documentation substantiating the need for a leave of absence to the CADPA

and shall retain a copy of the request in the participant's case record.

B. Leaves of absence may be granted only by CADPA on an individual review and approval basis for participants whose work or special circumstances require scheduled absences longer than twenty-one (21) days. Such approved plans apply to military personnel whose orders or responsibilities require an extended absence, participants whose work requires travel for an extended period of time, participants who are absent due to their own extended illness or medical treatment or that of a family member, participants who are incarcerated or in a residential alcohol or drug treatment program, participants who cannot participate due to an extreme hardship or family emergency as documented in the participant's record, and participants who have requested a leave of absence for a vacation. A leave of absence shall be granted for vacation only if the participant has made up all absences and paid all outstanding fees prior to the leave of absence.

C. Contractor shall document such plans for leave of absence in the participant's case record.

5. INTERPROGRAM TRANSFER:

A. A participant in an approved program may request a transfer to another approved program in Los Angeles County

upon approval of CADPA, or to a county other than Los Angeles County upon approval of both CADPA and the CADPA of the receiving county or his/her authorized designee.

B. Contractor shall provide notice of transfer on SDADP-approved forms to CADPA's or their authorized designees in both the sending and receiving counties as well as to the court with jurisdiction.

6. REPORTING PROCEDURES:

A. Contractor shall notify the court with jurisdiction of all participant completions and terminations as they occur.

B. Contractor shall complete an intake form on each participant enrolled into its 18-Month DUIP. Contractor shall complete a change of status form on each participant upon any official status change (e.g., completion, noncompliance).

C. Contractor shall submit by the twentieth working day of each month a monthly provider remittance report for the previous month to the Department of Health Services, Financial Services Division, and to CADPA, on forms supplied by County. Contractor shall submit by the twentieth working day of each month a copy of all intake and change of status forms for each intake and status change which occurred during the previous month to CADPA on forms supplied by County.

D. County may, with sufficient notice to Contractor, revise the reporting forms, procedures, and requirements described in (B) and (C) immediately above, except that the time allowed Contractor for submitting the reports and forms shall not be reduced.

E. Contractor shall inform participants of possible follow-up mechanisms or instruments to be developed by ADPA.

7. MEASURABLE GOALS AND OBJECTIVES:

A. At least sixty-five percent (65%) of enrolled participants shall complete the program.

B. At least sixty-five percent (65%) of participants completing the program shall be free of further DUI arrests for one year after completion of the program.

8. SERVICE DELIVERY SITE: Contractor's facility(ies), where 18-Month DUIP services are to be provided, is (are) located at

Contractor shall notify ADPA at least thirty (30) days in writing before terminating 18-Month DUIP services at such location(s), and Contractor shall obtain the prior written consent of ADPA before commencing such services at any other location.

07/05PO
18MONTHOFF.D

EXHIBIT III

Contract No. _____

30-MONTH MULTIPLE OFFENDER

DRIVING-UNDER-THE-INFLUENCE PROGRAM SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____

day of _____, 2005,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),

and (hereafter "Contractor"),

WHEREAS, County desires that those persons in the County of Los Angeles who qualify therefore be provided certain alcoholism services under the Health and Safety Code Sections 11750 et seq., and 11836 et seq., which Contractor is equipped, staffed, and prepared to provide; and

WHEREAS, County believes it is in the best interest of the people of the County of Los Angeles that such services be provided by Contractor; and

WHEREAS, this Agreement is contemplated and authorized by Health and Safety Code Sections 11801, 11812(b), 11837, 11837.2, 11837.4, 11837.5, 11837.6, 11837.7 and 11837.8 and by Government Code Section 26227; and

WHEREAS, the term "Director" as used herein refers jointly to County's Director of Health Services or his/her authorized

designee; and

WHEREAS, the term "SDADP" as used herein refers to the State Department of Alcohol and Drug Programs; and

WHEREAS, the term "ADPA" as used herein refers to County's Alcohol and Drug Program Administration; and

WHEREAS, the term "DUIP" as used herein refers to County's "driving under the influence program"; and

WHEREAS, the term "CADPA" as used herein refers jointly to County's Alcohol and Drug Program Administrator or his/her authorized designee; and

WHEREAS, the term "fiscal year" as used herein refers to County's fiscal year which commences July 1, and ends the following June 30.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence on October 1, 2005 and shall continue in full force and effect through September 30, 2010.

This Agreement may be cancelled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days prior written notice to the other. County may also terminate this Agreement immediately if Contractor is no longer licensed by SDADP. Notice of such termination shall be served upon Contractor in writing by County.

Notwithstanding any other provision of this Paragraph, the

failure of Contractor or its officers, employees, or agents to comply with the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereof, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute waiver of such right, which may be exercised at any subsequent time.

In the event of termination of this Agreement, Contractor shall make immediate and appropriate plans to transfer or refer all participants served under this Agreement to other agencies for continuing services in accordance with the participant's needs. Such plans shall be approved by Director, before any transfer or referral is completed.

2. DESCRIPTION OF SERVICES: Contractor shall provide services in the form as described in Exhibit A, attached hereto and incorporated herein by reference. The quality of service(s) provided under this Agreement shall be at least equivalent to that which Contractor provides to all other participants it serves.

3. PAYMENT TO COUNTY:

A. Contractor shall compensate County for the supervision and monitoring of its program at the rate of Forty-Six Dollars (\$46) for each participant admitted into the program during the term of this Agreement. These monies

shall be due to the Department of Health Services, ADPA Financial Services Division on the twentieth working day of the month, following the reporting month, for all paying participants. Non-payment of these fees due to County by the above specified day may, at County's discretion, result in a ten percent (10%) late payment penalty and/or termination of this Agreement.

B. County agrees to waive collection from Contractor of County's administrative fee, as identified in this Paragraph, for each participant who provides Contractor with documented proof and demonstrates an inability to pay for services. Contractor shall retain a copy of such documentation in the participant's individual case record.

C. At any time after the commencement of the term of this Agreement, Director may increase or reduce County's administrative fee up to Five Dollars (\$5) each fiscal year to allow for increases and decreases in County administrative costs for County's services provided hereunder. Any increase or decrease more than Five Dollars (\$5) each fiscal year shall be approved by County's Board of Supervisors. Increases are also subject to State approval pursuant to Health and Safety Code Section 11837.8(a). Director shall notify Contractor in writing at least thirty (30) calendar days prior to implementation of the new fee.

D. Contractor understands that in accordance with the California Code of Regulations, Title 9, Section 9820 (a) (1) (D) and Section 9820 (d), Contractor's State license to provide DUI program services shall automatically expire on the date specified on such license if Contractor has not paid all County administrative fees which are due and payable. Contractor further understands that if this occurs, this Agreement shall automatically terminate on the same date, and County shall be under no obligation to enter into another agreement with Contractor. In any event, if this Agreement should automatically terminate, any outstanding County administrative fees shall still be due and payable to County.

E. In no event shall County be required to pay for the cost of services to be rendered by Contractor hereunder.

4. PARTICIPANT FEES:

A. Participants shall be charged a fee by Contractor for services hereunder. Contractor shall maintain a fee schedule as approved by CADPA and SDADP pursuant to Health and Safety Code Section 11837.4 (b) (2). Such fee schedule shall make provisions for persons who cannot afford such fees in order to enable such persons to participate in the program. The total of all revenue shall not exceed Contractor's allowable program costs by more than ten

percent (10%) as indicated at the end of the fiscal year by a fiscal audit. Allowable program costs are determined by the California Code of Regulations (CCR), Title 9, Chapter 3, Sections 9800 et seq. Revenue in excess of allowable costs plus ten percent (10%) shall either be used for program expansion costs, with the express approval of CADPA or fees shall be reduced accordingly in the next fiscal year. In the event that the revenue exceeds the allowable costs, plus ten percent (10%) profit, and that Contractor's Agreement for the provision of services is not renewed, for any reason, in the ensuing fiscal year, Contractor shall develop a plan for reimbursement, on a prorated basis, of all participants served during the term the Agreement was in effect and in the amount of the excess fees collected. This plan shall be submitted to CADPA for approval within thirty (30) calendar days after submitting the cost report which revealed the excess profit.

B. Contractor may increase or decrease its participant fees with prior written approval from both CADPA and SDADP. Contractor's written request must be submitted to ADPA and must include: (1) a cover letter indicating the proposed fee and the rationale for the increase or decrease, (2) a line item revenue and expenditure report for the prior fiscal year, (3) a projected line item budget reflecting the

proposed fee increase or decrease for the next fiscal year, (4) a breakdown of the proposed program fee by unit of service (or, if an ancillary fee, a cost breakdown which justifies the fee), and (5) a revised payment agreement that includes the proposed fee increase or decrease.

C. An initial down payment of participant fees to Contractor shall be limited to twenty percent (20%) of each participant's total fee, although participants may voluntarily pay more. These monies can be retained by Contractor for intake and administrative costs and will include the fees charged by SDADP and County for program supervision and monitoring. Monies paid in advance for services not received must be reimbursed to the participant, or his/her estate. Contractor must make all advance payment records available to County, State, and Certified Public Accounting firms representing County for purposes of inspection and audit.

D. Contractor shall establish and use a standardized payment schedule, approved by SDADP, to determine each participant's assessed program fee and schedule for payment of fees.

5. STAFFING: Contractor shall operate continuously throughout the term of this Agreement with staff who at least meet the minimum staff qualifications required by Title 9 of the

CCR for provision of services hereunder, by Exhibit A, attached hereto, and by any additional requirements which may be established by CADPA and/or SDADP.

6. STAFF TRAINING AND SUPERVISION: Contractor shall institute and maintain an in-service training program of service review and case conferences in which its professional, paraprofessional, intern, student and volunteer personnel will participate. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement with particular emphasis on the supervision of paraprofessionals, interns, students and volunteers. Contractor also, upon request of Director and under his/her supervision, shall conduct training covering any other required State and/or County administrative procedures.

7. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS", dated October 1, 2005. The terms and conditions therein contained are part of this Agreement.

8. CONFLICT OF TERMS: To the extent, any conflict exists between the language of the body of this Agreement, the ADDITIONAL PROVISIONS, and Exhibit "A" attached hereto, the body of this Agreement, the ADDITIONAL PROVISIONS and Exhibit "A" shall govern and prevail in that order.

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10. PROGRAM SUPERVISION. MONITORING AND REVIEW: Pursuant to Health and Safety Code Section 11837.6, services hereunder shall be provided by Contractor under the general supervision of CADPA. Contractor agrees to extend to Director, CADPA, their authorized designees, and authorized State representatives the right to review and monitor Contractor's facilities, programs, procedures, and/or records at any reasonable time.

11. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior

County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign or divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this

Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgment, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits County's right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

12. SUSPENSION OF PARTICIPANT REFERRALS: CADPA may initiate steps leading to suspension of referrals to Contractor's program for failure to comply with the terms and conditions of this Agreement including, but not limited to, the following:

A. Failure to notify the court with jurisdiction of a participant's enrollment or termination.

B. Failure to return a participant to the court with jurisdiction after a subsequent conviction for driving under the influence.

C. Withholding notice to the court with jurisdiction, of program completion by a participant until after all program fees are paid.

D. Failure to permit indigent participants to avail themselves of the provisions for indigence as set forth in PARTICIPANT FEES paragraph of this Agreement.

E. Collecting a participant fee that exceeds the State approved maximum fee.

F. Failure to pay County administrative fees for three (3) or more months after the due date as set forth in PAYMENT TO COUNTY Paragraph of this Agreement.

G. Failure to maintain the minimum requirements of a DUIP facility as specified in Section 504 of the Federal Rehabilitation Act of 1973 and Title III of the Federal Americans with Disabilities Act of 1990.

13. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with Federal, State, and local laws, ordinances, regulations, rules, guidelines and directives applicable to its performance hereunder, as they are now enacted or may hereafter be amended. To the extent there is any conflict between Federal and State or local laws, the former shall prevail.

Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation, or other law which occurs after the effective date of this Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State, or local laws, ordinances, regulations, rules, guidelines, or directives.

14. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

15. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be

delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or,

require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits:

Contractor shall report to County:

- (1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
- (3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor

shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors:
Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- (1) Contractor providing evidence of insurance covering the activities of subcontractors, or
- (2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage.

County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

16. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Workers Compensation and Employers' Liability:
Insurance providing workers compensation benefits, as

required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 Million

Disease - Policy Limit: \$1 Million

Disease - Each Employee: \$1 Million

C. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

17. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

18. CONTRACTOR'S OFFICES: Contractor's primary business office is located at _____.
Contractor's primary business telephone number is (____) _____

and facsimile/FAX number is (____) _____. Contractor shall notify County, in writing, of any changes made to Contractor's primary business address, business telephone number and/or facsimile/FAX number as listed herein, or any other business address, business telephone number and/or facsimile/FAX number used in the provision of services herein, at least ten (10) days prior to the effective date(s) thereof.

19. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-East
Los Angeles, California 90012-2659

Attention: Division Chief

- (2) Department of Health Services
Alcohol and Drug Program Administration
1000 South Fremont Avenue
Building A-9 East, 3rd Floor
Alhambra, California 91803

Attention: Director

B. Notices to Contractor shall be addressed as follows:

(1) _____

Attention: _____

IN WITNESS WHEREOF, the Board of Supervisors of the County of
Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services to be hereto affixed, and caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By Thomas L. Garthwaite, M.D.
Director and Chief Medical
Officer

Contractor

By Signature

Print Name

Title (AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By Cara O'Neill, Chief
Contracts and Grants

07/05:PO
30MONTH.D

EXHIBIT A

30-MONTH MULTIPLE OFFENDER

DRIVING-UNDER-THE-INFLUENCE PROGRAM SERVICES AGREEMENT

1. DEFINITION: 30-Month Multiple Offender Driving-Under-the-Influence Program (hereafter "30-Month DUIP") services are alcohol and other drug education and counseling program services which permit any person who is convicted of driving a vehicle or operating any vessel under the influence of alcohol or any drug, or under the combined influence of alcohol and any drug and the offense occurred within ten (10) years of two (2) separate violations to participate in, for at least thirty (30) months, a public or private program of educational and counseling services for problem drinking, alcoholism, chemical dependency or poly drug abuse. 30-Month DUIPs which provide these services are licensed by State Department of Alcohol and Drug Programs ("SDADP") and are supervised and monitored by County's Alcohol and Drug Program Administration ("ADPA").

2. PARTICIPANT ELIGIBILITY: To be eligible to enroll in an 30-Month DUIP, persons shall be:

A. Arrested and sentenced due to a driving-under-the-influence ("DUI") offense that occurred within ten (10) years of two (2) separate violations and referred, upon sentencing by the court, to a 30-Month DUIP which has been licensed by

SDADP; or

B. An individual whose driver license has been administratively suspended or revoked for a DUI offense that occurred within ten (10) years of two (2) separate violations.

C. In the absence of a court referral, persons may enroll upon presenting documentation that the State Department of Motor Vehicles requires completion of a 30-Month DUIP as a prerequisite for driver's license reinstatement.

Note: Neither State licensure nor an agreement with County guarantees that any court referrals will be forthcoming to Contractor.

3. ADMINISTRATION AND PROGRAM SERVICES:

A. Contractor shall administer and provide 30-Month DUIP services in accordance with all applicable Health and Safety Codes, Vehicle Codes, and Title 9, California Code of Regulations.

B. Contractor agrees to provide additional services to 30-Month DUIP participants in accordance with additional County requirements that have been approved by SDADP. County shall provide Contractor with a listing of all such approved requirements.

C. No program service or adjunct activity shall involve

the consumption of alcohol.

D. During the intake interview, the interviewer shall explain participant complaint procedures including County's Alcohol and Drug Program Administrator ("CADPA") address and phone number(s), and the right to transfer to another program.

E. Contractor shall maintain an established facility open to the public and available at all assigned times for scheduled 30-Month DUIP activities. Office coverage shall be provided during regularly assigned office hours to facilitate liaison with courts, CADPA, and participants. The minimum hours of operation for Contractor's 30-Month DUIP shall be:

(1) Monday through Friday, 9:00 a.m. to 5:00 p.m.

(2) Two evenings a week and/or one-half day
Saturday.

(3) Sunday, as required.

(4) Alternate hours of operation may be approved in writing by CADPA.

F. All participants requesting an ongoing support experience after completion of 30-Month DUIP activities shall be assisted by Contractor to find and/or establish an appropriate support group.

4. LEAVE OF ABSENCE:

A. Contractor shall submit the participant's written

request for leave of absence and any documentation substantiating the need for a leave of absence to the CADPA and shall retain a copy of the request in the participant's case record.

B. Leaves of absence may be granted only by CADPA on an individual review and approval basis for participants whose work or special circumstances require scheduled absences longer than twenty-one (21) days. Such approved plans apply to military personnel whose orders or responsibilities require an extended absence, participants whose work requires travel for an extended period of time, participants who are absent due to their own extended illness or medical treatment or that of a family member, participants who are incarcerated or in a residential alcohol or drug treatment program, participants who cannot participate due to an extreme hardship or family emergency as documented in the participant's record, and participants who have requested a leave of absence for a vacation. A leave of absence shall be granted for vacation only if the participant has made up all absences and paid all outstanding fees prior to the leave of absence.

C. Contractor shall document such plans for leave of absence in the participant's case record.

5. INTERPROGRAM TRANSFER:

A. A participant in an approved program may request a transfer to another approved program in Los Angeles County upon approval of CADPA, or to a county other than Los Angeles County upon approval of both CADPA and the CADPA of the receiving county or his/her authorized designee.

B. Contractor shall provide notice of transfer on SDADP-approved forms to CADPA's or their authorized designees in both the sending and receiving counties as well as to the court with jurisdiction.

6. REPORTING PROCEDURES:

A. Contractor shall notify the court with jurisdiction of all participant completions and terminations as they occur.

B. Contractor shall complete an intake form on each participant enrolled into its 30-Month DUIP. Contractor shall complete a change of status form on each participant upon any official status change (e.g., completion, noncompliance).

C. Contractor shall submit by the twentieth working day of each month a monthly provider remittance report for the previous month to the Department of Health Services, Financial Services Division, and to CADPA, on forms supplied by County. Contractor shall submit by the twentieth working

day of each month a copy of all intake and change of status forms for each intake and status change which occurred during the previous month to CADPA on forms supplied by County.

D. County may, with sufficient notice to Contractor, revise the reporting forms, procedures, and requirements described in (B) and (C) immediately above, except that the time allowed Contractor for submitting the reports and forms shall not be reduced.

E. Contractor shall inform participants of possible follow-up mechanisms or instruments to be developed by ADPA.

7. MEASURABLE GOALS AND OBJECTIVES:

A. At least forty percent (40%) of enrolled participants shall complete the program.

B. At least sixty-five percent (65%) of participants completing the program shall be free of further DUI arrests for one year after completion of the program.

8. SERVICE DELIVERY SITE: Contractor's facility(ies), where 30-Month DUIP services are to be provided, is (are) located at

Contractor shall notify ADPA at least thirty (30) days in writing before terminating 30-Month DUIP services at such location(s), and Contractor shall obtain the prior written consent of ADPA before commencing such services at any other location.

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